

PATENT APPLICATION

THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Jacquelyn Anne WESTLEY et al.

Application No.: 10/760,527

Group Art Unit: 1742

Filed: January 21, 2004

Docket No.: 118287

For: LASER SHOCK PEENING

ASSIGNMENT BY OPERATION OF LAW

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Rolls-Royce, plc is the Assignee for two of the three inventors for the above-identified application. Co-inventor, Dean Jones assigned his rights in this matter to Rolls-Royce, plc by the Assignment signed by Mr. Jones on February 24, 2004, and filed in the U.S. Patent and Trademark Office concurrently. Co-inventor, Ian Andrews assigned his rights in this matter to Rolls-Royce, plc by the Assignment signed by Mr. Andrews on February 25, 2004 and filed in the U.S. Patent and Trademark Office concurrently.

Rolls-Royce, plc requests that the attached copies of the Standard Employment Letter (Exhibit A), Declaration of David Armitage (Exhibit B), British Law (Exhibit C) and Declaration of William J. Cullen (Exhibit D), be accepted and recorded as an Assignment of all of Jacquelyn A. Westley's rights in this application as an inventor, to Rolls-Royce, plc, a company whose address is 65 Buckingham Gate, London, SW1E 6AT, England, thereby vesting all of the rights of the named inventors in the above-identified application with Rolls-Royce, plc.

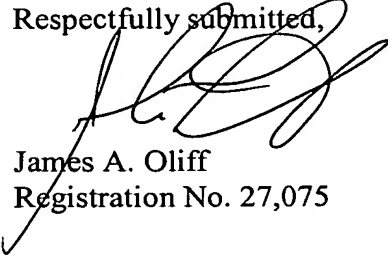
Attached is a Standard Staff Employment letter which was applicable to Ms. Westley during her salaried employment with Rolls-Royce, plc (Exhibit A). Also attached is a Statement from Mr. David Armitage, Human Resources Manager-Strategic Operations (Bristol site) during the time of Ms. Westley's employment, indicating that the Standard Staff Employment letter was applicable to Ms. Westley (Exhibit B). Ms. Westley's employment with Rolls-Royce, plc was terminated on July 4, 2002. As set forth by Section 39 of the UK Patent Act, 1977, "notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if (a) it was made in the course of the normal duties of the employee ... or (b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties, he had a special obligation to further the interest of the employer's undertaking." (Exhibit C).

A Declaration of William J. Cullen, Chief Operations Engineer – Defence Aerospace Production, who witnessed Ms. Westley's contribution to the subject matter described in the patent application, is attached (Exhibit D). Accordingly, the rights to the invention of the above-identified application belong to Rolls-Royce, plc.

Thus, in lieu of a formal assignment document signed by Ms. Westley that specifically identifies the above-identified application and that expressly transfers Ms. Westley's rights in this application to Rolls-Royce, plc, Rolls-Royce, plc submits this Assignment by Operation of Law, with copies of (1) the Standard Staff Employment Letter, (2) Letter of Mr. Armitage, (3) Section 39 of the UK Patent Act, 1977 giving the rights of the inventions made by employees to the employing company, and (4) an Affidavit signed by Mr. Cullen having first-hand knowledge that Ms. Westley was employed by Rolls-Royce, plc and contributed to the invention.

Acceptance of these documents as an Assignment of Ms. Westley's rights in the above-identified application and recordation of an Assignment by the U.S. Patent and Trademark Office are respectfully requested.

Respectfully submitted,



James A. Oliff
Registration No. 27,075

John W. Fitzpatrick
Registration No. 41,018

JAO:JWF/ldg

Attachments:
Exhibits A-D

Date: November 17, 2004

OLIFF & BERRIDGE, PLC
P.O. Box 19928
Alexandria, Virginia 22320
Telephone: (703) 836-6400

<p>DEPOSIT ACCOUNT USE AUTHORIZATION Please grant any extension necessary for entry; Charge any fee due to our Deposit Account No. 15-0461</p>

Written Statement of Employment

Particulars

Principal Statement

Staff Employee

Written Statement of Employment particulars

This list shows you where you will find the items that make up your Written Statement of Employment particulars.

Particular	Location
Name of employer	Principal Statement
Name of employee	Principal Statement
Start date	Principal Statement
Continuity of employment	Principal Statement
Job title	Principal Statement
Place of work	Principal Statement
Remuneration	Principal Statement
Hours of work	Principal Statement
Working pattern	Principal Statement
Holiday entitlement	Principal Statement
Date of employment termination	Principal Statement
Disciplinary and grievance procedures	Principal Statement
Sickness entitlement	Employee Handbook
Pension scheme	Principal Statement
Notice entitlement	Employee Handbook
Collective agreements	Principal Statement
Working abroad:	
Period	Details of these particulars will be given to you if you are required to work abroad
Currency	
Additional pay/benefits	
Return to UK	

Principal Statement

Written Statement of Employment particulars

This document is the principal statement required by law to be provided to an employee. This statement sets out the main terms of your employment but it is not a contract of employment. The remaining items that constitute your Written Statement of Employment particulars can be found either in your Employee Handbook or reference to the relevant documentation will be made.

Note: Where there are no particulars to be given for any of the items covered in the statement, this will have been indicated with N/A (not applicable).

1. Name of Employer

[Insert name of employer e.g. Defence (Europe), Operations etc]
PO Box 3
Filton
Bristol
BS34 7QE

2. Name of Employee

[Insert name of employee]

3. Start date

Your employment will commence

[Insert date of starting]

4. Continuity of employment

Your period of continuous employment began on

[Insert date at which employment with RR began]

5. Job title and grade

You will be employed as a

[Insert job title]

in our [Insert structure] structure at grade [Insert grade].

6. Place of work

Your place of work is

[Insert department / area title]
Rolls-Royce plc
PO Box 3
Filton
Bristol
BS34 7QE

You may be required to work anywhere within the Bristol site or at any of the Company's sites in the Bristol area.

7. Remuneration

You will be paid £ [Insert salary] per annum. Payment will be made in arrears on the 28th day of each month into your bank/building society account. You are required to notify the Payroll Department immediately of any change to your bank/building society account.

8. Hours of work

- (a) Your contractual working hours are 37 per week. However, you are required to work the pattern set out in Section 9. On normal dayshift these hours are arranged to enable you to accrue sufficient time for you to take seven leisure days off each year.

OR

Your contractual working hours are 37 per week. However you are required to work the pattern set out in section 9. On normal dayshift these hours are arranged to enable you to accrue sufficient time for you to take one leisure day off each fortnight (this day will normally be a Friday).

OR

Your contractual working hours are 37 per week. However, your are required to work the pattern set out in Section 9. These hours are arranged to enable a flexible working pattern with the ability to accrue time off in lieu. Details of the operation of these hours will be explained by your manager.

If you are required to work at other parts of the Bristol site or at any of the Company's sites in the Bristol area you will be required to work the local hours of work and working patterns.

- (b) It may a condition of employment that you work dayshift, linkshift or nightshift as required, this will have been expressed in your offer letter.

9. Working pattern

[Insert the appropriate working pattern/patterns]

The above hours contain a [Insert meal break time] minute meal break which is unpaid.

10. Holiday entitlement

- (a) You are entitled to 20 days of annual holiday with pay each calendar year. However, in the calendar year you are first employed your holiday entitlement will depend upon your start date. Full details of this are shown in Appendix 1 of this document.

When you leave the Company you will be entitled to a payment in lieu of any holiday entitlement you have not taken. Full details of this are shown in Appendix 1 of this document.

Annual holiday entitlement is taken by the calendar year. The entitlement may be taken at any time convenient to the employee subject to the agreement of the appropriate Supervisor or Line Manager, using the local booking procedure. However, Supervisors and Line Managers must make it possible for each employee to take at least ten days of holiday consecutively, and may take more at one time by arrangement if work permits.

Holiday period may start on any day of the working week. Debiting from holiday entitlement may vary according to your working pattern. Full details are given in Appendix 1 of this document. The minimum period of holiday that can be taken is half a day. Where a morning is taken the holiday ends at the end of your normal lunchbreak. Where an afternoon is taken the holiday commences at the start of your normal lunchbreak.

Entitlement may not be carried forward from one year to the next. With the exception of employees leaving the Company no payment will be made for holiday not taken during the calendar year. Annual holiday not taken by 31 December is forfeit with one exception. Where a holiday is postponed at management's request, an alternative holiday may be arranged and normally taken during the period up to or attached to Easter the following year.

- (b) You are also entitled to the following Public or other fixed days of holiday.

(i) Public holidays

New Year's Day
Good Friday
Easter Monday
May Day Bank Holiday
Spring Bank Holiday
Late Summer Bank Holiday
Christmas Day
Boxing Day

(ii) Fixed holidays

Easter Bank Holiday Tuesday
Spring Bank Holiday Tuesday

Late Summer Bank Holiday Tuesday
A further two fixed days over the Christmas and New Year period

The two fixed days over the Christmas and New Year period will be arranged in consultation with the Trade Union, to suit the needs of the business. Details of public (and substitute) holidays are posted in advance on noticeboards.

For annual, public or fixed holiday you will be paid your normal basic pay.

(c) Public and fixed holidays worked

If at your supervisor's request you work on a public or a fixed holiday you will receive:

Your normal day's salary, and where more than the normal daily hours have been worked, time and a half for the excess.

Plus

An additional day's salary at time and a half

Or

A day off in lieu

11. Date of employment termination

N/A

12. Collective agreements

The collective agreements which directly affect the terms and conditions of your employment are shown in Appendix 2.

13. Disciplinary and grievance procedures

The Company's Code of Industrial Discipline provides the framework for dealing with alleged breaches in discipline. You may inspect a copy on application to your supervisor or the Personnel Department. The Code is designed to ensure that the evidence is gathered, substantiated and properly weighed, and that an employee has full opportunity both to defend himself and to be represented, before action is decided upon. If dissatisfied with any disciplinary decision, you should follow the appeals procedure described in the Company's Code of Industrial Discipline.

If you as an individual wish to pursue a grievance you must first raise it with your supervisor. If this does not settle it, you or your trade union representative, if you are a member, can raise the matter with your departmental manager. Details of the further steps which can be taken if the matter is not settled may be obtained from the Personnel Department.

14. Timekeeping

- (a) You are required to clock at the start of any overtime period which is not attached to the end of a normal shift.
- (b) You are required to clock off at any time except the end of a normal weekday (or night/link) shift. You may also be required to clock off for a period at normal finishing time as a disciplinary consequence of unauthorised leaving.

[EXTERNAL ONLY]

15. Pensions

- 1 The Company operates two contributory funds, the Rolls-Royce Group Pension Scheme (the Group scheme) and the Rolls-Royce Pension Fund. You are eligible to join the Group Scheme. You have agreed as part of your contract of employment that you will not join the Rolls-Royce Pension Fund at any time during your employment by the Company. It is a condition of your entering into a contract of employment with the Company that you complete, sign and return the form set out at Appendix 3 to this statement to show your acceptance of this condition.
- 2 The Group Scheme is contracted out of the State Earnings Related Pension Scheme, (SERPS). Enclosed with this document are two booklets on pensions. 'Your choice' explains the choices you have in making pension arrangements and the Rolls-Royce Group Pension Scheme handbook goes into more detail of the contributions and benefits available through the Group Scheme. You are strongly recommended to read both.
- 3 Subject to satisfying the rules of admission to the Group Scheme from time to time, you may join the Group Scheme, however, in compliance with the Pensions Schemes Act 1993 you are not required to do so.

You may:

- a) Join the Group Scheme
- b) Make alternative pension arrangements which are approved by legislation, or
- c) Not make any arrangements for pension provision.

- 4 If you do not either join the Group Scheme or advise the Company that you have made alternative approved Pension Arrangements, you will be contracted in to the State Earnings Related Pension Scheme (SERPS) and appropriate contributions will be deducted from your pay under the terms of that scheme.

Appendix 1

Holiday entitlement for employees starting with or leaving the Company

1. Annual holiday entitlement for new start employees

Employees joining the Company are entitled to the following:

Date of joining on or before the 15 th of each month	Holiday entitlement
January	20 days
February	19 days
March	18 days
April	15 days
May	13 days
June	11 days
July	9 days
August	7 days
September	5 days
October	Nil
November	Nil
December	Nil

In the calendar year of joining, new start employees may take, with the agreement of supervision, unpaid holiday in addition to paid entitlement. The total paid and unpaid holiday must not exceed the total annual holiday entitlement.

2. Annual holiday entitlement for leavers

Employees leaving the Company will be entitled to payment in lieu of untaken holiday according to the following table, subject to adjustments depending on the leaving date:

Service since 30 September (or since starting if later)	Days of Payment
10 months or more	20
9	18
8	16
7	14
6	12
5	10
4	8
3	6
2	4
1	2

3. Leisure day entitlement for New Start Employees

Staff employees joining the Company and working the accrued hours are entitled to the following:

Date of joining on or before 15th of each month	Leisure day entitlement
January	7
February	6½
March	6
April	5½
May	5
June	4½
July	4
August	3½
September	3
October	2
November	1½
December	½

4. Leisure day entitlement for leavers

Staff employees leaving the Company will be entitled to payment at flat rate in lieu of unused leisure days according to the following scale.

Date of leaving on or before 15th of each month	Leisure day entitlement
January	½
February	1
March	2
April	2½
May	3
June	3½
July	4½
August	5
September	5½
October	6½
November	7
December	7

5. Debiting of holiday entitlement

- (a) Employees taking holiday when they are working nightshift will have entitlement debited according to the following formula:

½ nightshift debited as ½ day's holiday
1 nightshift debited as 1 day's holiday
1½ nightshifts debited as 1½ day's holiday
2 nightshifts debited as 2 day's holiday
2½ nightshifts debited as 2½ day's holiday
3 nightshifts debited as 3 day's holiday
3½ nightshifts debited as 4 day's holiday
4 nightshifts debited as 5 day's holiday
4½ nightshifts debited as 5½ day's holiday
5 nightshifts debited as 6 day's holiday
5½ nightshifts debited as 6½ day's holiday
6 nightshifts debited as 7 day's holidays
6½ nightshifts debited as 7½ day's holiday
7 nightshifts debited as 8 day's holiday
7½ nightshifts debited as 9 day's holiday
8 nightshifts debited as 10 day's holiday

- (b) Employees entitled to 7 leisure day accrual hours may take the entitlement at anytime within a calendar year subject to the agreement of the appropriate supervision or line manager as for annual holiday entitlement.

Leisure days may be taken as half days, whole days or multiple of whole days. They may be added to annual and statutory holidays.

As leisure days are accumulated from additional hours worked, the leisure day entitlement for new starts and leavers is on a pro rata basis. Where an employee leaves the Company and has taken more leisure days than entitled, an adjustment will be made to the individual's final leaving payment. If absent through illness or some other reason, entitlement to leisure days will be reduced on the basis of one leisure day for each day for each period of 7 weeks' cumulative absence.

Appendix 2

Collective agreements

Your employment with the Company is in accordance with the following collective agreements between the Company and the Trade Unions representing hourly paid employees in the Bristol group of factories:

(a) Site agreements

Note if the employee is to be employed in an unranked or Company Award structure, none of the site agreements will apply therefore insert N / A

	Title	Date of current agreement
1.	[Insert current year Annual Wage Review and Union]	[Insert date of agreement]
2.	Agreement for the Deduction of Trade Union Contributions	
	MSF	14.06.94
	or	
	APEX	15.07.94
	ACTS	15.07.94
3.	Shorter Working Week	
	MSF	10.12.91
	or	
	Joint Clerical Unions	29.11.91
4.	Structures and Recognition	
	Job Evaluation and Structures Agreement	06.09.79, 29.10.79
	Spheres of Influence (Recognition) Agreement	20.12.77
	or	
	Job Evaluation Procedure for Joint Clerical Union Represented Occupations	21.02.84
	Domestic Procedure Agreement	April 1989
	Customer Urgent Demand Service	14.07.76

(b) Local agreements

Title	Date of current agreement
[Insert relevant local agreements or N/A if none]	



PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Jacquelyn Anne WESTLEY et al.

Application No.: 10/760,527

Group Art Unit: 1742

Filed: January 21, 2004

Docket No.: 118287

For: LASER SHOCK PEENING

DECLARATION OF DAVID ARMITAGE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, David Armitage, hereby declare and state that:

1. I was the Human Resources Manager, Strategic Operations (Bristol site) for Rolls-Royce, plc.
2. I held this position during the period of employment of Ms. Jacquelyn A. Westley.
3. The Standard Employment Staff Agreement of Rolls-Royce, plc was applicable to Ms. Westley during her period of employment with Rolls-Royce, plc.
4. Ms. Westley's period of employment with Rolls-Royce, plc, terminated on July 4, 2002.
5. I hereby declare that I have reviewed and understand the contents of this Declaration and that all statements made herein of my own knowledge are true, and all statements made on information and belief are believed to be true; and further that the statements were made with the knowledge that willful false statements and the like so made

are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application, and any patent issuing thereon.

Date: 12 November 2004

David P. Armitage
David Armitage
Title: Human Resources Manager
Rolls-Royce, plc

Right to
employers'
inventions.

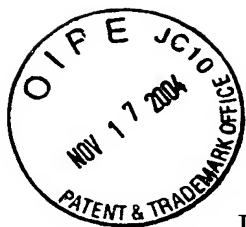
Employees' inventions

39.—(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if—

- (a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or
- (b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.

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PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Jacquelyn Anne WESTLEY et al.

Application No.: 10/760,527

Group Art Unit: 1742

Filed: January 21, 2004

Docket No.: 118287

For: LASER SHOCK PEENING

DECLARATION OF WILLIAM J CULLEN

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, William J Cullen, hereby declare and state that:

1. I am a manager at Rolls-Royce, plc.
2. I was a co-worker of Ms. Jacquelyn A. Westley during her employment at Rolls-Royce, plc.
3. I witnessed Ms. Westley's contribution to the subject matter described in U.S. Patent Application No. 10/760,527.
4. I hereby declare that I have reviewed and understand the contents of this Declaration and that all statements made herein of my own knowledge are true, and all statements made on information and belief are believed to be true; and further that the statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States

Code, and that such willful false statements may jeopardize the validity of the above-identified application, and any patent issuing thereon.

Date: 9 November 2004


William J Cullen
Title: Chief Operations Engineer - DA
Rolls-Royce, plc Production.